



Purchasing Department
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 Fairfax, VA 22030
 Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**GMU-1822-23
 STANDARD CONTRACT**

This Contract entered on this 24th day of July, 2023 (Effective Date) by ASYMM Digital LLC hereinafter called “Contractor” (located at 3096 Stonington Drive, Roseville, CA 95747) and George Mason University hereinafter called “Mason,” or “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide Marketing & Digital Advertising Services Specializing in Arts & Entertainment for the College of Visual and Performing Arts of George Mason University as set forth in the Contract documents.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. PRICE SCHEDULE:** Contractor will provide a scope of work and hourly estimates based on specific project needs. The following is the Contractor’s complete price schedule. Mason shall not be liable for any additional fees not included herein.

Service	Rate
Media Fee	15%
Onboarding	WAIVED
Annual Build Fee	WAIVED*
Creative Services	\$150 /hour
Marketing Services	\$150 /hour

*The Annual Build Fee shall be waived for the entirety of this Contract.

If travel is required, it will only be reimbursed in accordance with the Commonwealth of Virginia's per diem rates and Mason’s travel policies. <http://fiscal.gmu.edu/travel/>.

All Media Buys will be placed by Contractor. Contractor will invoice Mason for pre-approved Media Buys plus the 15% Media Fee. Mason will not prepay for Media Buys.

- V. CONTRACT ADMINISTRATION:** Stacey Schwartz, Digital Strategist, College of Visual and Performing Arts, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. METHOD OF PAYMENT:** Paymode-X. All invoices will be paid Net 30 after services rendered and must reference a purchase order number to be considered valid. Invoices must be emailed directly to acctpay@gmu.edu, with a copy to the Contract Administrator, to avoid any payment delays.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Response dated July 7, 2023 (attached);
 - C. RFP No. GMU-1822-23, in its entirety (attached);

D. Contractor's proposal dated March 25, 2023 (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be

done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
- 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
- 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
- 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when

combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in

Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:

- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
 - W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
 - X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 - Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
 - Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
 - AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the

security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age

is a bona fide occupational qualification, marital status or disability).

- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will

promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with

or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

OO. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

PP. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

QQ. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

RR. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

{SIGNATURE PAGE TO FOLLOW}

ASYMM Digital LLC

DocuSigned by:
Danielle Johnson
DEE5E8DDEA47458...
Signature

Name: Danielle Johnson

Title: Founder & CEO

Date: 7/23/2023

George Mason University

DocuSigned by:
James Russell
2F61E096C77E4DC...
Signature

Name: James Russell

Title: Purchasing Director

Date: 7/25/2023

ASYMM DIGITAL

George Mason
University

NEGOTIATION
ROUND

GMU 1822-23 NEGOTIATION QUESTIONS

Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs.

1. Can you provide an hourly rate for creative services, including graphic design and video editing?
 - a. Our creative fees are based on \$150/hr with project based rates available– Each project consists of two rounds of design with client review and production of final assets. ie. A standard set of digital banners (5 sizes) + social graphics (facebook, instagram, twitter) ranges from \$1500(static) - \$2000(animated) with all assets provided to us to design and produce.
2. Mason is interested in per project pricing rather than a monthly fee to cover email consultation, SEO, etc. Can you provide hourly rates for services that project proposals would be based on?
 - a. \$150/hr, with no minimum hours per project. We will scope and provide hourly estimates based on specific needs for the project.
3. Can you provide a reduced % markup for Media Buys?
 - a. ASYMM's standard media fee is 18% , we proposed a reduced media fee % in our initial submission, lowering the fee to 15%.
4. Confirm the Onboarding fee is waived.
 - a. Confirmed

GMU 1822-23 NEGOTIATION QUESTIONS

5. Your proposal states the Build Fee is waived for year 1. Does that mean we will be assessed a Build Fee in year 2+? If yes, please specify what the Build Fee covers. Can you waive the fee for the life of the contract?

a. ASYMM typically charges an annual build fee of \$2500 that includes floodlight/pixel strategy refresh, and in-platform campaign builds for the season across all channels. We are willing to waive the build fee for the life of the contract.

6. Can you provide any additional discounts to Mason?

a. In total, ASYMM is proposing over 55% of total discounts to Mason. Please see the discount grid below for details. We are confident that we've provided a competitive rate to GMU.

GEORGE MASON UNIVERSITY	STANDARD RATE	PROPOSED	DISCOUNT
Media Fee	18%	15%	17%
Onboarding	\$5,000	\$0	100%
Build	\$2,500	\$0	100%
Creative Services	\$250	\$150	40%
Marketing Services	\$200	\$150	25%
Total Discount			56%

Negotiation Round

GMU 1822-23 NEGOTIATION QUESTIONS

1. For Marketing Campaigns & Media Buys, do you confirm and agree to the following? **Agree and confirm on 1) A-E**
 - a. Mason will agree on a scope of work prior to any campaign that includes a description of services to be provided and outlines any fees.
 - b. Total projected spend is a maximum amount for advertising, fees, and services within the agreed scope of work. All spending and allocation of spending is at the direction of Mason.
 - c. All Media Buys will be placed by ASYMM. ASYMM will invoice Mason for pre-approved, verified in-market advertising, plus fees and services within the agreed scope of work. Mason will not prepay for Media Buys.
 - d. Invoices must separate Media Buys & the markup from other fees.
 - e. Provide monthly YTD budget review and reporting analytics meetings to assess campaign performance and identify optimizations.

1. If awarded a contract, do you acknowledge, agree and understand that all invoices must come from ASYMM Digital? Mason will not accept invoices from subcontractors. **Yes, acknowledged.**
2. Confirm all travel expenses, if travel is required, will only be reimbursed in accordance with the Commonwealth of Virginia's per diem rates and Mason's travel policies.
<http://fiscal.gmu.edu/travel/>. **Confirmed.**
3. Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract? **Confirmed.**



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
http://fiscal.gmu.edu/purchasing/



REQUEST FOR PROPOSALS
GMU-1822-23

ISSUE DATE: March 1, 2023
TITLE: Marketing & Digital Advertising Services Specializing in Arts & Entertainment
PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director, erauch@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March, 10, 2023. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM ET on March 15, 2023. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: March 27, 2023 @ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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GMU-1822-23

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- I. PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors for marketing and digital advertising services for the College of Visual and Performing Arts (CVPA) and other Mason departments as may be applicable. CVPA would like to work with a company that specializes in marketing and advertising for arts and entertainment, preferably the performing arts. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION: Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

VIII. SMALL BUSINESS SUBCONTRACTING PLAN: All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

X. STATEMENT OF NEEDS: CVPA requires marketing and digital advertising services for two performing arts venues, the Center for the Arts at George Mason University (located in Fairfax, VA) and the Hylton Performing Arts Center (located in Prince William County/Manassas, VA). The contractor must buy digital advertising on behalf of CVPA. Services should include online display advertising using ad networks, search advertising, Google advertising such as Discovery and YouTube, OTT, and social media advertising. Methods of targeting should include retargeting website visitors, lookalike targeting, CRM targeting, and any applicable current means of audience targeting. The contractor should also have expertise and demonstrated experience with video production, graphic design, as well as consultation for social media, email marketing, analytics, and SEO. Contractor should have experience in marketing and advertising for arts and entertainment, preferably non-profit performing arts and/or university performing arts.

Contractor should accomplish the following with an understanding of integrated marketing campaigns focused on ticket sales, subscription sales and renewals, and awareness of the venues.

- A. Work with Mason staff to create digital advertising campaign schedules and plans.
 - 1. Plans should include campaigns for subscriptions, single ticket sales, and awareness of the venues.
 - 2. Campaigns may include individual events or multiple events.
 - 3. Advise on ad networks, strategies, and optimization of advertising.
- B. Advertising Campaign Management
 - 1. Digital display advertising
 - a. Using display networks (e.g. Google Ads, Apple Advertising), deliver ads for ticket sales, subscription sales, and venue visibility.
 - b. Retarget to site visitors, client's CRM list, and target lookalikes.
 - c. Ads should be served to audiences targeted by demographics and interests, when possible.
 - d. Graphic design will primarily be provided by Mason.
 - 2. Social Media advertising
 - a. Advise Mason of current best practices and new tools in Social Media platforms
 - b. Set up and provide management of social media advertising campaigns on platforms including, but not limited to, Facebook, Instagram, YouTube, and TikTok.
 - c. Campaigns should be highly segmented and include retargeting to website visitors and CRM lists as well as acquisition-focused targeting by demographics and interests.
 - 3. Google Search Ads
 - a. Set up and optimize search campaigns using Google ads.
 - b. Provide management of search campaigns using Google ads.
 - c. Work closely with Mason staff to develop ad copy and keywords.

- C. Email strategy consulting
 - 1. Review current email marketing strategy and tactics.
 - a. Mason currently uses Constant Contact. EMMA is also used by Mason and could be used in the future.
 - 2. Advise Mason of current best practices for efficiency and effectiveness.
 - 3. Advise Mason of email campaign reporting techniques and/or work with client to improve reporting.
- D. Search Engine Optimization (SEO) consulting
 - 1. Review current websites, email marketing, and social media channels.
 - 2. Advise Mason of current best practices for an iterative approach to SEO
 - 3. Work with Mason to develop an ongoing plan for SEO across its online presence.
- E. Analytics Consulting
 - 1. Review current analytics.
 - 2. Work with Mason to complete any needed set-up or adjustments for measuring advertising impact, including sales conversions.
 - a. Mason uses Google Tag Manager.
 - b. Sales currently occur on Tickets.com and Vimeo platforms.
 - 3. Advise Mason of current best practices for analytics measuring and reporting.
 - 4. Work with Mason to develop an ongoing plan for reporting analytics to support decision-making for marketing strategy, tactics, and content creation.
- F. Reporting
 - 1. Provide data and analysis concerning effectiveness of campaigns, conversion rates, ROI, etc. on a regular basis.
 - 2. Provide results and analysis based on pre-determined KPI's during and following the campaign.
 - 3. Reporting dashboards should be available for the client to review on demand.
- G. Video Production
 - 1. Use provided video assets to create pieces for marketing and advertising purposes.
 - 2. Create custom graphics and animated elements based on established season and venue designs and branding to be used in videos.
- H. Graphic Design
 - 1. Provide graphic design services on an as-needed basis to create pieces for marketing and advertising purposes.
 - 2. Create custom designs for static pieces using established season and venue designs and branding.
- I. Customer Service
 - 1. Provide support for campaigns through regular meetings with Mason contact, as needed.
 - 2. Coordinate closely with Mason contact to ensure ads are accurate and coordinated with the venues' marketing strategies for those performances.

XI. COST OF SERVICES: Contractor shall identify all costs associated with providing the products and services offered in their proposal. Contractor must also provide costs for consultation and management, exclusive of the media buy. Costs shall include all overhead and eVA fees. If travel is required, it shall only be reimbursed in accordance with the Commonwealth of Virginia's per diem rates and Mason's travel policies. <http://fiscal.gmu.edu/travel/>.

Note: The contractor shall agree to purchase all advertising on Mason's behalf and pass through the expense, at the lowest agreed markup or rate, to Mason. Mason will not prepay for advertising.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

- 1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the RFP.
- b. The subject line of your email submission should read, "RFP GMU-1822-23" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. **Procedural information:**
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XV.)
2. **Executive Summary:** Provide an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Demonstrate success in achieving measurable results through SEO and email marketing consultation. Include examples or case studies of successful SEO and email marketing consultations. Include measurable results, CMS, email marketing, and other software used.
4. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Experience in providing similar services for performing arts venues or organizations.
 - b. Demonstrate success in achieving measurable results for the performing arts using digital advertising to drive ticket sales and organizational reputation. Include examples or case studies of successful digital advertising campaigns for the performing arts. Include measurable results, platforms, and ROI.
 - c. Demonstrate success in achieving measurable results through SEO and analytics consultation. Include examples or case studies of successful SEO and analytics consultations. Include measurable results and software used.
 - d. Demonstrate success in achieving measurable results through email consultations. Include examples or case studies of successful email marketing consultations. Include measurable results and software used.
 - e. Demonstrate experience and qualifications for providing graphic design and videography services. Include equipment and software used as well as examples of finished work for both static graphic design and videography. Include animation examples, if possible.

- i. Demonstrate a focus on customer service and regular client communication.
 - ii. Demonstrate an understanding of the seasonality and marketing strategies for performing arts venues.
 - f. Specify personnel that would be working with Mason.
 - i. Include names, qualifications and experience.
 - ii. Include resumes of personnel.
 - g. Include no fewer than three (3) references that demonstrate the offeror’s qualifications, preferably from other comparable performing arts venues your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
- 5. **Specific Plan (Methodology):** Describe your process/approach to providing the services outlined in Section X, Statement of Needs. Offeror must specify, but not limit their response to, the following:
 - a. Platforms on which offeror may purchase advertising, including social media channels, ad networks, and search marketing.
 - b. Methods for targeting and segmentation
 - c. Reporting mechanisms and methodologies.
 - d. Tracking mechanisms and methodologies.
 - e. Email marketing consultation offerings
 - f. SEO consultation offerings
 - g. Analytics consultation offerings
 - h. Graphic Design consultation offerings
 - i. Videography consultation offerings
- 6. **Proposed Pricing:** See XI. Cost of Services above.
- 7. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm’s name changed? If so, please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. **INITIAL EVALUATION CRITERIA:** Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Ability and willingness to work with third-party ticketing vendor to track conversions	5
2.	Demonstrated success in achieving measurable results using digital advertising	15
3.	Qualifications and experiences of offeror in providing the goods/services, including references	25
4.	Specific plans or methodology to be used to provide the services	25
5.	Price Offered	20
6.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available: 100

B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. *If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.* Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

A. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.

B. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE BIDS/PROPOSALS: To be considered for selection, proposals must be received by Mason by the designated date and hour. The official time used in the receipt of proposals is the “received” time on the Primary or Secondary Procurement Officers email inbox, whichever is earlier. Proposals received after the due date and time has expired will not be accepted nor considered. Mason is not responsible for delays in the delivery of email. It is the responsibility of the offeror to ensure that their proposal reaches the Primary or Secondary Procurement Officer’s email inbox by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 3/01/23
- Vendors submit questions by: 3/10/23 by 4:00 PM ET
- Post Question Responses: 3/15/23 by 5:00 PM ET
- Proposals Due: 3/27/23 @ 2:00 PM ET
- Proposals to Committee: 3/29/23
- Review and Score Proposals: 3/29/23 – 4/14/23

- Scores to Purchasing: 4/24/23
- Oral presentations (if necessary): Tentative for week of May 15, 2023
- Negotiations/BAFO: TBD
- Award: TBD
- Contract Start Date: 7/01/23

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: **I plan to use subcontractors** **I plan to complete all work**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT B – SAMPLE CONTRACT
GMU-1822-23**

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (attached);
 - C. RFP No. GMU-XXXX-XX, in its entirety (attached);
 - D. Contractor’s proposal dated XXXXXX (attached).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute

resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written

pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- FF. RENEWAL OF CONTRACT: This Contract may be renewed by for two (2) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must

request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ASYMM DIGITAL

George Mason
University

MARCH 27, 2023

2. Proposal Presentation

2d. (3) Provide a summary page immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed.

2d. (a) ASYMM Digital requests that the client case studies we provide as a part of this RFP be protected and deemed confidential. Specifically, we would like to see *client name, results, and specific strategy implementation* be redacted and not included in the proposal that will be shared for public access.

2d. (b) The request is specific to Section 4B, which can be found on pages 15 and 16 of this proposal.

2d. (c) The information shared is private to the organizations with whom we have relationships, and they have not approved the case studies for public share at this time. We also view specific strategies to be proprietary and not for public consumption.

Dear Erin and James,

I am proud to submit our proposal in response to Mason's Marketing & Digital Advertising Services RFP. Our team at ASYMM Digital is passionate about creating digital marketing strategies that deliver measurable results for arts organizations. With our extensive experience and innovative approach, I believe we can help George Mason University achieve its goals for the 2023 season and beyond.

Our team specializes in developing holistic, customized digital campaign strategies that are data-driven, creative and results oriented. We will work closely with your team to gain a comprehensive understanding of your organization in order to best respond to your specific needs and challenges.

In closing, we believe that we can provide George Mason University with the exceptional strategy, support, and solutions needed to achieve your goals. I am confident that our team has the experience, expertise and creativity to deliver outstanding results. Thank you for considering our proposal; we look forward to the opportunity to work with your team.

Sincerely,

Danielle Johnson
Founder & Chief Executive Officer
danielle@asymmdigital.com
916.956.7808

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Proposal Questions



1. PROCEDURAL INFORMATION

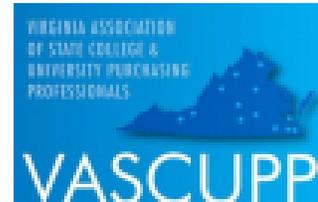
I. PROCEDURAL INFORMATION

1a. Return signed cover page and all addenda, if any, signed and completed as required.

DocuSign Envelope ID: 03AC7C52-FC83-4F45-9177-4FEF25E778AC



Purchasing Department
4400 University Drive, Mailstop 3C3
Fairfax, VA 22030
Voice: 703.693.2580 | Fax: 703.693.2589
<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-1822-23

ISSUE DATE: March 1, 2023
TITLE: Marketing & Digital Advertising Services Specializing in Arts & Entertainment
PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director, erauch@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March 10, 2023. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on March 15, 2023. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: March 27, 2023 @ 2:00 PM ET. SEE SECTION XIILA.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

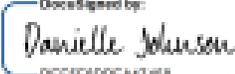
Name and Address of Firm:

Legal Name: ASYMM Digital LLC

Date: 3/25/2023

DBA: _____

Address: 3096 Stonington Drive
Roseville CA, 95747

By: 
Signature

FEL/FIN No. 92-1093603

Name: danielle johnson

Fax No. _____

Title: Founder & CEO

Email: danielle@asymdigital.com

Telephone No. 916-956-7808

SWaM Certified: Yes: _____ No: (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Officer because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

I. PROCEDURAL INFORMATION**1b. Return Attachment A- Small Business Subcontracting Plan.**

DocuSign Envelope ID: 03AC7C52-FC83-4F45-9177-4FEF25E778AC

**ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBBD.virginia.gov (Customer Service).

Offeror Name: ASYM Digital LLC

Preparer Name: Danielle Johnson Date: 3/25/2023

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: n/a Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1 Nine Nine Creative

Company Name: _____ SBSD Cert #: _____

Contact Name: Jason Vogel SBSD Certification: _____

Contact Phone: 203-204-3421 Contact Email: jvogel@nnc.agency

Value % or \$ (Initial Term): \$150/hr Contact Address: _____

Description of Work: creative, graphic design, videography

Subcontract #2 Whittington Enterprises, Inc.

Company Name: _____ SBSD Cert #: _____

Contact Name: Kara Whittington SBSD Certification: _____

Contact Phone: 415-706-9795 Contact Email: kara@karawhittington.com

Value % or \$ (Initial Term): 25-35% Contact Address: 1990 N California Blvd. Ste 20, Walnut Creek

Description of Work: email marketing, SEO CA 94596

1. PROCEDURAL INFORMATION

1c. State your payment preference in your proposal response (See section XV.)

ASYMM Digital's preferred method of payment is Option #3 - Net 30 Payment Terms. We will enroll in Paymode-X where all payments will be made electronically to our bank account.



2. EXECUTIVE SUMMARY

2. EXECUTIVE SUMMARY

Provide an executive summary at the beginning of the proposal response not to exceed two pages.

ASYMM Digital is a full-service digital marketing agency that provides media strategy, planning and buying services for nonprofit, arts, and entertainment organizations in North America. We specialize in development, ticketing and education campaigns for arts and entertainment organizations.

Our team boasts over 25 years of digital marketing experience, with 16 years of experience in the arts space, having served over 150 arts organizations in our tenure. This unique blend of digital marketing expertise and arts experience provides our clients with a customized, well-informed, full-funnel media plan that keeps their industry specific challenges and opportunities at the forefront of the marketing strategy we provide.

ASYMM Digital executes campaigns for our clients by leveraging premier media buying platforms including Google Marketing Platform (Display & Video 360, Campaign Manager 360), Facebook Business Manager, TikTok, LinkedIn, Pinterest, Snapchat, Twitter, and more. In addition to our media strategy and buying services, ASYMM Digital offers analytics, organic media, email marketing, creative, and SEO optimization services.

2. EXECUTIVE SUMMARY

Provide an executive summary at the beginning of the proposal response not to exceed two pages.

THE ASYMM DIFFERENCE



FRESH APPROACH

We move at the speed of your organization with agile, forward thinking strategy supported by trusted technology and advanced tactics. We do not lock budgets into siloed channels. We regularly optimize budgets across channels and tactics to maximize budget effectiveness.



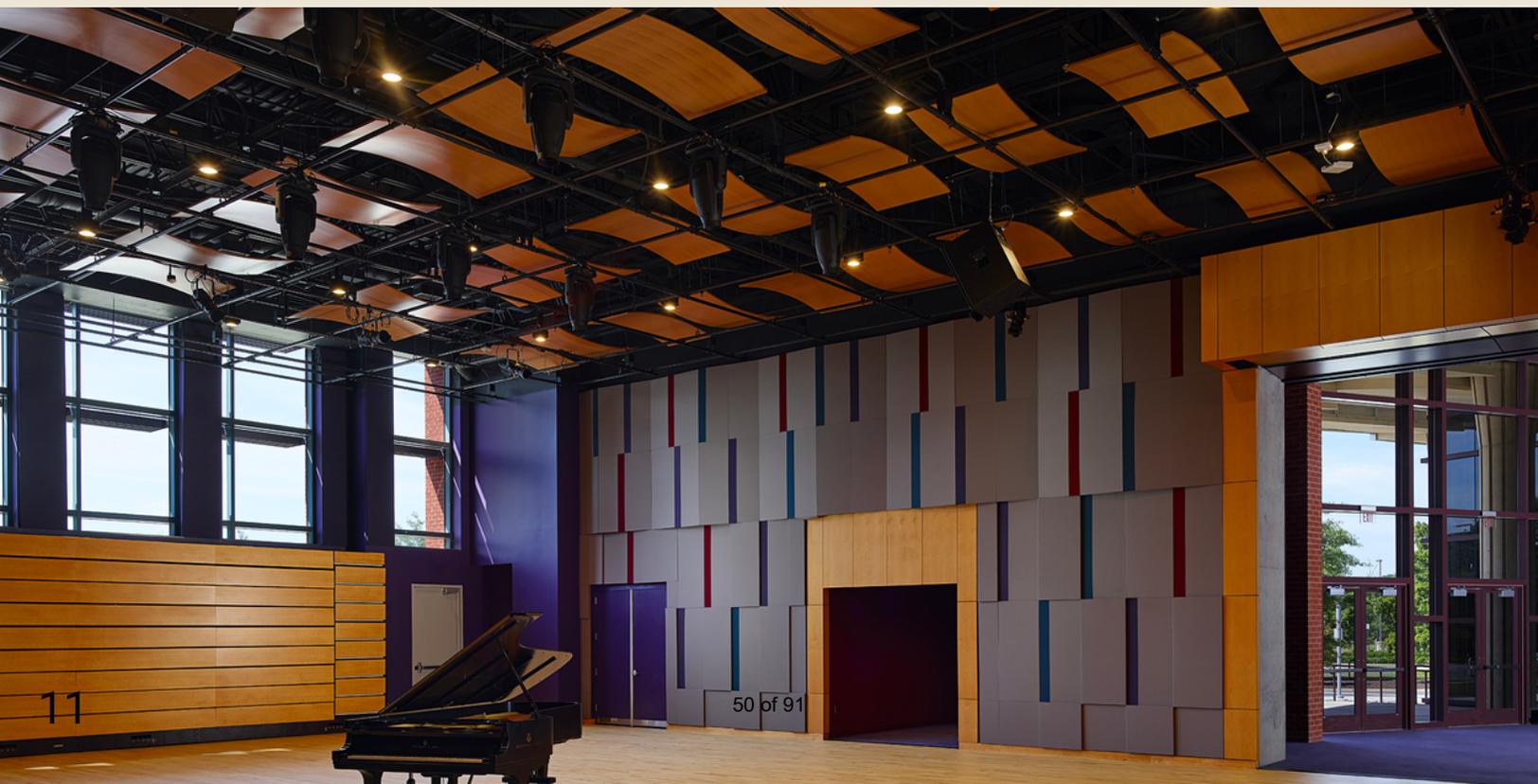
BOUTIQUE SERVICE

At a time when resources are stretched thin for many organizations, we bring the power of extended support to amplify your capabilities.



IMPACTFUL RESULTS

At the center of everything we do is our passion for supporting the arts in driving growth and yielding measurable performance.



3. Demonstrate success in achieving measurable results through SEO and email marketing consultation*

*#3 is addressed as a part of section 4c and 4d as outlined in
the RFP document



4. Qualifications and Experience

Describe your experience, qualifications, and success in providing the services described in the Statement of Needs to include the following:

4. QUALIFICATIONS AND EXPERIENCE

4a. Experience in provide similar services for performing arts venues or organizations.

TEAM BRAND EXPERIENCE

25+ Years Collective Digital Marketing Experience

20+ Years dedication to nonprofit organizations

150+ Organizations supported



SAN FRANCISCO BALLET



Allstate



SAMSUNG



4. QUALIFICATIONS AND EXPERIENCE

4c. Demonstrate success in achieving measurable results through SEO and analytics consultation. Include examples or case studies of successful SEO and analytics consultations. Include measurable results and software used.

Challenge:

Help a large influencer marketing platform test and improve their website for SEO in order to drive organic site traffic and increased engagement.

Solution:

We evaluated the health of the site and created a roadmap for improvements in the following ways:

- Leveraged Semrush and Google Search Console to conduct a full SEO site audit
- Reviewed existing content and created a content strategy for creation of new areas of content.

Execution:

Once areas of improvement were identified, site fixes were implemented. Primarily, existing content was updated, amplified and optimized for SEO. New areas of content were identified and a plan was developed for ongoing content. Content was measured against pre-defined campaign objectives.

Results:

Increased site traffic by 125%

SEO SCORECARD



4. QUALIFICATIONS AND EXPERIENCE

4c. Demonstrate success in achieving measurable results through SEO and analytics consultation. Include examples or case studies of successful SEO and analytics consultations. Include measurable results and software used.

ACTIVE CLIENT CASE STUDY



Challenge:

Help The Bushnell Performing Arts center migrate and optimize to the new Google Analytics 4 platform.

Solution:

ASYMM Digital migrated analytics data from UA to GA4 to preserve historical data from the Bushnell's UA account. We then worked with the Bushnell's third party ticketing provider to implement e-commerce tracking in their GA4 environment for visibility into transaction event activity and product specific purchase & revenue tracking. Lastly, we created custom reports in GA4 for Bushnell to leverage across e-commerce and site data.

Results:

The analytics solution that ASYMM provided gave Bushnell stakeholders across marketing and executive teams insights needed to make critical data-driven investment and marketing campaign decisions that informed strategy and execution going forward.

Default channel group	Conversions	Purchase revenue	Days to conversion	Touchpoints to conversion
100% of total	1,606.00	\$337,477.25	0.82	8.45
1 Direct	432.00	\$89,561.75	0.00	1.00
2 Referral * 3	310.00	\$63,778.00	1.13	3.75
3 Referral * 20	144.00	\$32,778.50	0.81	24.31
4 Referral * 6	110.00	\$22,814.00	0.73	7.47
5 Referral * 5	55.00	\$10,426.00	0.44	6.64
6 Referral * 8	45.00	\$9,519.50	0.84	10.13
7 Referral * 9	42.00	\$9,088.00	0.38	10.93
8 Referral * 12	39.00	\$7,075.00	2.44	16.00
9 Referral * 7	39.00	\$7,835.50	2.54	9.69
10 Referral * 19	29.00	\$5,008.00	0.67	13.45

	Attribution model (non-direct)	Attribution model (non-direct) - Cross-channel data-driven model	Conversions	Revenue	Conversions	Revenue	Conversions
Default channel group	4 Conversions	Revenue	Conversions	Revenue	Conversions	Revenue	Conversions
100% of total	1,606	\$337,477.25	1,606.00	\$337,477.25	100% of total	1,606.00	\$337,477.25
1 Referral	1,131	\$236,999.75	1,106.32	\$232,307.39	-2.1		
2 Direct	432	\$89,561.75	432.00	\$89,561.75			
3 Organic Search	20	\$5,049.50	38.82	\$8,807.69	94.1		
4 Organic Social	13	\$3,161.50	13.17	\$3,150.88	1.3		
5 Paid Social	7	\$1,669.75	8.06	\$1,723.31	15.1		
6 Email	2	\$625.00	2.12	\$650.34	6.0		
7 Paid Search	1	\$610.00	5.51	\$1,275.89	450.1		

4. QUALIFICATIONS AND EXPERIENCE

4d. Demonstrate success in achieving measurable results through email consultations. Include examples or case studies of successful email marketing consultations. Include measurable results and software used.

Summary: Family House, Inc. is a nonprofit organization based in San Francisco, California that provides free housing, meals, and emotional support for families who have children being treated for terminal illnesses at the UCSF Benioff Children's Hospital.



Since its founding in 1981, Family House has been able to be a home away from home for over 75,000 families by providing comfort and emotional support, free of financial stress. Without the support of this nonprofit, 43% of the families staying at Family House report they would not be able to take their child to UCSF for treatment.

Challenge: Family House partnered with Whittington Enterprises, Inc. to develop a marketing plan that includes a total revamping of their email and social media strategies. WE Inc. worked to provide vibrant, branded creative collateral, website updates, blog content, carefully planned email campaigns, and community management.

As a privately funded organization, Family House depends heavily on donations. WE Inc. needed to capitalize on event promotion and peak giving times such as Pediatric Cancer Awareness Month (September), Giving Tuesday (November), and Year-End Giving (November-December). Through Email, Paid Social Media, and Organic Social Media, WE Inc. ensured the correct messaging reached the correct audience at the right time.

Results: With a tailored approach to nonprofit marketing, WE Inc. has assisted Family House in raising over \$600,000 over a 3-year period— \$25,640 of donations sourced from Email Marketing, and \$12,069 from Social Media.

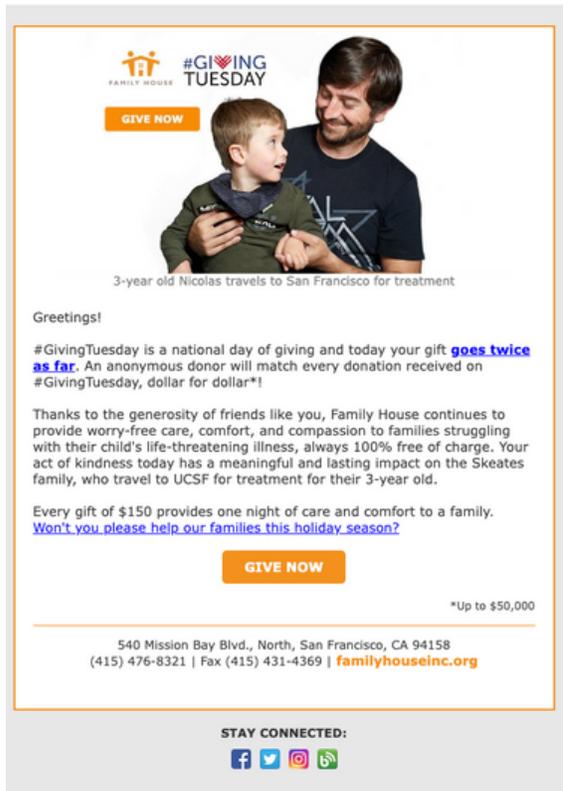
- 121k impressions
- 1,000 donations
- \$600k raised
- 154 new volunteer applications

4. QUALIFICATIONS AND EXPERIENCE

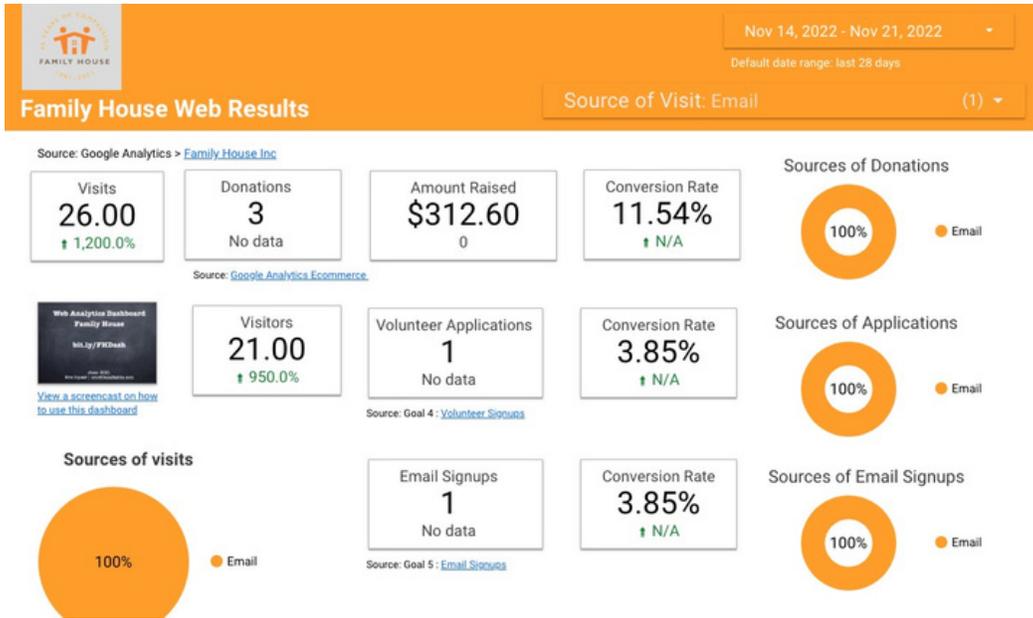
4d. Demonstrate success in achieving measurable results through email consultations. Include examples or case studies of successful email marketing consultations. Include measurable results and software used.

Email Marketing: Design & Personalization

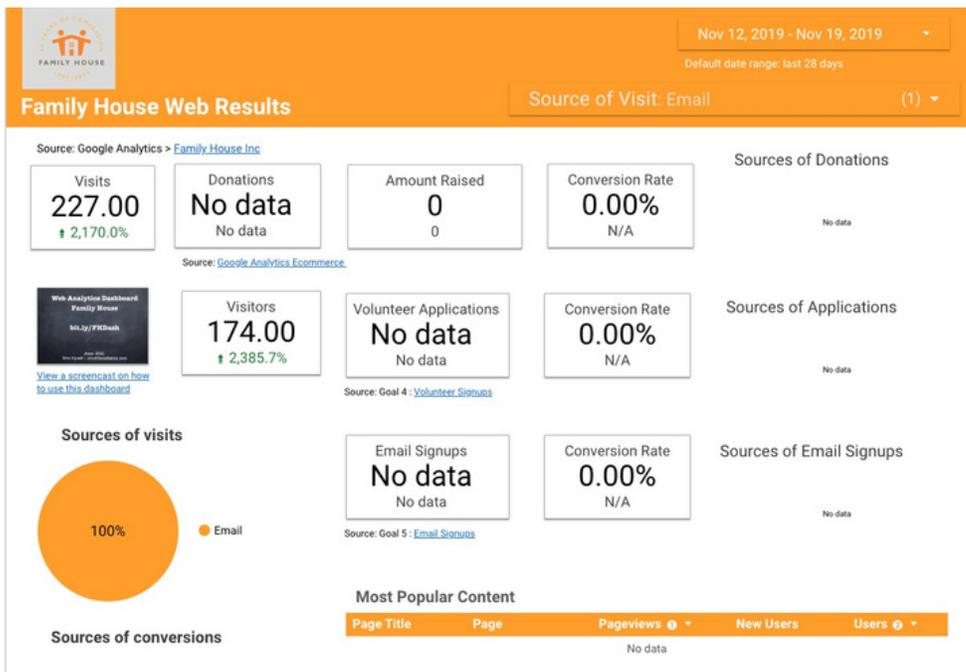
Before WE Inc., Family Houses' emails were merely used for information on current and upcoming events at Family House, volunteer opportunities, and donation requests. Partnering with an agency allowed Family House to re-vamp its email marketing strategy and execution. Whereas the former emails provided a high-level overview of Family House services, WE Inc. worked to give the audience a closer look at the nonprofit's impact, how the community can get involved, and what their contribution provides for families.



In the week following a newsletter send for Family House’s Giving Tuesday donation campaign in 2022, Family House saw 26 visitors (+1200%), 3 donations totaling \$313, 21 visitors (+950%), and an 11.54% conversion rate (+487.3%). As a bonus, the send also resulted in 3 volunteer applications and 1 new email signup.



When you compare this data to a similar send from Giving Tuesday in 2019, it’s clear that re-vamping Family House’s email marketing strategy was effective. That year, one Giving Tuesday send yielded 227 visitors (+2,170%) and 174 visitors (+2,386%) within the week following with no donations made and a 0% conversion rate.



4. QUALIFICATIONS AND EXPERIENCE

4e. Demonstrate experience and qualifications for providing graphic design and videography services. Include equipment and software used as well as examples of finished work for both static graphic design and videography. Include animation examples, if possible.

TICKETMASTER

We Live for Live

Assessment, Research, Strategy, Positioning, Messaging, Advertising, Production

Ticketmaster asked us to develop a campaign to celebrate live events and promote the events they represent. "We live for live" was created as an overarching platform that speaks to the emotions and memories of being there. From sporting events to theatre and concerts we were able to capture the energy and excitement bringing it to OOH, Digital and Social Platforms for fans.



4. QUALIFICATIONS AND EXPERIENCE

4e. Demonstrate experience and qualifications for providing graphic design and videography services. Include equipment and software used as well as examples of finished work for both static graphic design and videography. Include animation examples, if possible.

PRESIDIO THEATRE

Not your _____ holiday show

Research, Campaign Development, Messaging, Photography, Advertising

Our goal was to establish "Panto in the Presidio" and Sleeping Beauty as a must see event that's fun for people of all ages while bringing the Presidio mission to life through our approach to this campaign. By featuring quick, punchy visuals that showcase the fun and vibrant costumes of Sleeping Beauty combined with sassy messaging, we developed a campaign aimed to catch the eye of someone surfing the internet, scrolling their social feeds, or even out and about in the city.



4. QUALIFICATIONS AND EXPERIENCE

4e. Demonstrate experience and qualifications for providing graphic design and videography services. Include equipment and software used as well as examples of finished work for both static graphic design and videography. Include animation examples, if possible.

PARRISH ART MUSEUM

Art. Illuminated.

Strategy, Identity, Marketing, OOH

The Parrish Art Museum partnered with us to rebrand and develop an experiential marketing campaign that reflected the museum's unique Herzon & de Meuron-design and celebrated its remarkable collection of works from iconic artists who lived on Long Island's East End, including Jackson Pollock, Willem de Kooning, Roy Lichtenstein and many others.



4. QUALIFICATIONS AND EXPERIENCE

4e. Demonstrate experience and qualifications for providing graphic design and videography services. Include equipment and software used as well as examples of finished work for both static graphic design and videography. Include animation examples, if possible.

Animation examples can be found here:

<https://www.asymmdigital.com/animated-portfolio>

Password:

gmurfp

4. QUALIFICATIONS AND EXPERIENCE

i. Demonstrate a focus on customer service and regular client communication

WORKING WITH ASYMM DIGITAL

ASYMM will conduct bi-weekly calls with the Mason internal team, providing performance updates, optimizations and strategy shift recommendations. In between meetings, clients can communicate with us through email, their personalized client portal, or through ad hoc virtual meetings.

Our planning and activation framework is outlined below:

01 EXPLORE

ASYMM carries out marketing audit, audience identification, and competitive research. Conduct 90 minute exploratory meeting to align on needs, goals and desired support.

02 ENGINEER

ASYMM builds out media strategy. Conduct 60 minute review meeting to present and share going-forward plan for success; deliver media plan, establish reporting cadence and onboarding checklist.

03 EXECUTE

ASYMM receives or builds necessary assets, deploys tags, carries out initial build and confirms launch.

04 EVOLVE

ASYMM conducts internal optimizations to drive continued performance. Conduct agreed upon meeting cadence to review reporting & recommendations.

CLIENT PORTAL

Each client is given access to a client portal login where all of the campaign assets and workflows are managed between Mason and your dedicated ASYMM Digital team. The dedicated portal includes:

- Creative upload
- Real-time chat functionality for streamlined communication
- Workflows for onboarding, activation and invoice with clear action items for the Mason and ASYMM teams
- Centralized file storage for media plans, contracts, invoices and assets



**ASYMM
DIGITAL**

Log in to your account

Email Address
danielle@asymmdigital.com

Password
.....

Remember me

Log In

Forgot Password?

MOXO

4. QUALIFICATIONS AND EXPERIENCE

ii. Demonstrate an understanding of the seasonality and marketing strategies for performing arts venues

Aside from summer festivals or other summer programming, arts organizations tend to run seasons from September - June. University based arts organizations seasons typically run in alignment with the academic year. Performing arts venues support a wide range of performances and genres, focusing on a number of tentpole performances/artists on which to focus the majority of the media budget. Limited resources and bandwidth makes the agency's role critical for arts organizations. The goal is to use digital tactics to consistently fill the funnel and build patron loyalty to drive ticket sales and revenue growth.



ATTENTION

Captivate users through awareness-driving tactics that promote brand recognition and establish patron interest.



CONSIDERATION

Nurture interest with engaging content strategy and ongoing communication to draw patrons in and keep them engaged.



ACTION

Use data-driven insights to turn interested patrons into engaged ticket buyers by delivering strategic messaging during key periods.



EXPANSION

Grow and elevate - always. Uplevel patrons from single ticket buyers, to multi ticket buyers, to subscribers, and beyond.

f. Specify personnel that would be working with Mason.

fi. Include names, qualifications and experience



Danielle Johnson | Primary Point of Contact, Strategy, Programmatic Media Buying

Danielle Johnson is a proven digital, branding, and creative marketing leader. Over the course of her award-winning 17 year career she has spearheaded digital transformation and product innovation with a focus on building world-class client management and media activation teams supporting live entertainment and performing arts clients. Danielle’s nine year leadership of MogoARTS helped build the agency into a nationally recognized brand focused on providing digital marketing solutions and thought-leadership for organizations of all sizes.

Danielle’s lifelong passion for and involvement in the arts has been an unwavering compass in her development of ASYMM Digital. In addition to the time she’s spent on stage, her experiences as a Black woman in tech have crystallized her belief in developing dynamic teams that are diverse and inclusive as a rule. These principles and passions are core to Danielle’s continued development of teams where people’s unique strengths are leveraged to deliver actionable results for clients and core business objectives.



Maria Dellafemina | Social Media Strategy + Buying, Analytics

Maria’s 10+ years of experience developing digital marketing strategy and creative solutions for arts and live entertainment clients prioritizes a deep understanding of every partner, their goals, and the possibilities for their success. Throughout her career, Maria has worked with National brands and hundreds of non-profit clients, including: Samsung, Allstate, SFJAZZ, The Boston Ballet, Cal Performances, the Denver Center and many others. Her approach to developing winning strategies for clients is no different: focus on what makes a brand unique and deliver that message to audiences in an unforgettable way.



Kara Whittington | Email Marketing

Kara Whittington brings 20 years’ experience in B2C marketing, specializing in the arts and cultural industry in the San Francisco Bay Area and beyond. Kara offers a comprehensive approach to driving visitation and engagement across digital and traditional marketing campaigns. Her background in ticketing, including experience with dynamic/variable pricing, has successfully accelerated revenue for major arts institutions in San Francisco including the San Francisco Symphony, the de Young and Legion of Honor museums, and SFMOMA, among others. Kara’s unique experience has benefitted a diverse array of clients, big and small.

4. QUALIFICATIONS AND EXPERIENCE

f. Specify personnel that would be working with Mason.

fi. Include names, qualifications and experience

Jason Vogel | Creative, Strategy Lead



Jason is an award winning creative director with nearly two decades of experience working with some of the world's leading entertainment, arts and sports brands on large scale projects that push what's possible. His creative vision, art direction and leadership have been fundamental to projects that span branding, marketing, storytelling, advertising, social, content development, digital and video production, OOH, and even radio for our clients. Over the course of his career, Jason has worked with the likes of MTV Network, Symphony Space, Fort Worth Symphony, Presidio Theatre, Ticketmaster, MLB, KraftHeinz, Xbox, Samuel Adams, Coca Cola and many more.

Ray Shah | Search



Ray has 13 years of experience designing data-driven Search campaigns for arts organizations including Baltimore Symphony Orchestra, Broadway Sacramento, Cal Performances and State Theatre New Jersey. His unique approach to Google Ad strategy has helped Ray's clients achieve a wide variety of objectives including development of brand awareness, driving ticket sales and accelerating revenue generation. Ray's data-driven approach to Search Marketing prioritizes balancing low CPA with competitive placement in results to maximize return on ad spend for every client.

Momina Asif | SEO



Momina is a content writer, marketer, and strategist with over 6 years of experience. She specializes in writing long-form SEO-optimized blogs, crafting engaging email copy, building site-links, and providing extensive keyword research to B2C clients. Momina has worked with clients such as Modash, DirectLync and Copy AI.

4. QUALIFICATIONS AND EXPERIENCE

fii. Include resumes of personnel

Resumes to follow on pages 31-38

ASYMM Digital is backed by a team of experienced cross-channel digital marketing experts with a passion for nonprofit marketing.

SUBJECT MATTER EXPERTS

Backed by decades of experience in digital marketing and the arts, our team knows the ins and outs of supporting arts marketers and achieving continued success.

CLIENT CARE SPECIALISTS

We believe that building trusted relationships is at the heart of success. We prioritize communication, partnership and support above technological jargon and baseless recommendations.

LEARNERS AND GROWERS

Digital marketing is a fast paced, ever evolving industry. Our team is dedicated to our ongoing education and growth via certifications, training, and conference attendance & participation. We commit to ongoing knowledge sharing with our partners to keep them on the cutting edge of what is new in the space.





Danielle Johnson

CONTACT

✉ danielle@asymmdigital.com

☎ 916-956-7808

📍 California

EXPERTISE

- Digital Media Strategy & Buying
- Programmatic Marketing
- Operations
- Business Development
- Leadership and Management
- Start-ups

AWARDS

- 2022 Cynopsis Top Women in Media
- 2022 AdExchanger & AdMonster Top Women in Media
- 2021 SBJ Game Changer

DANIELLE JOHNSON

Executive & Multi-Channel Marketing Expert

WORK EXPERIENCE

FOUNDER & CEO

ASYMM Digital LLC

High impact, hands-on leader with over 17 years of multi-channel digital marketing experience, spanning programmatic marketing solutions, social, advertising technology, client success and digital strategy. Passionate about building and developing cohesive teams that are constantly learning, growing and focused to exceed organizational targets

SVP, DIGITAL

DIVISIONAL PRESIDENT

MogoSME: a LEARFIELD Company

- Drove digital sales, strategy and programmatic execution across arts, entertainment and sports marketing clients and sponsors
- Led team of 50 people responsible for media buying, client success, analytics and reporting
- Developed scalable systems, workflows and processes to aid in flawless cross team communication, campaign activation and client management
- Responsible for \$60+ million-dollar annual revenue budget and managed P&L to hit annual EBITDA targets.

DIRECTOR, DIGITAL OPS

Future US

- Led Sales Ops and Ad Ops team in selling digital assets across Future's website portfolio
- Developed a Programmatic ad strategy that increased lift over the open market ad exchange over 110%
- Selected and successfully implemented DFP Premium and DART Sales Manager ad booking solution for 50 global websites

SR. MANAGER, AD OPS

Fandango: An NBCUniversal Company

- Provided flawless execution of digital asset strategy for West Coast film studio business across NBCUniversal's properties, including Fandango and Movies.com
- Managed a team of technical advertising execution experts
- Ensured quality of Marketing and Creative briefs

EDUCATION

UC IRVINE Irvine, CA

Bachelor of Science in New Media and Internet Marketing
 Honors cum laude (GPA: 3.8/4.0)



CONTACT

✉ maria@asymmdigital.com

☎ 508-439-2644

📍 California

EXPERTISE

Digital Media Strategy &

Buying

Paid Media Acquisition

Marketing Operations

Leadership and

Management

Ad Tech

AWARDS

Digiday Award 2022

Best Advertiser in TV or

Video

Leadership Award 2022

Creative Excellence

Impact Award 2021

Innovation

MARIA DELLAFEMINA

Executive & Multi-Channel Marketing Expert

WORK EXPERIENCE

CHIEF DIGITAL OFFICER

ASYMM Digital LLC

Experienced digital expert with a demonstrated history of excelling in the digital marketing and ad tech space. Skilled in driving digital performance through advanced, data-driven paid social strategy. Dedicated focus on client success across diverse industries and verticals.

DIRECTOR, MEDIA ACTIVATION

DIGITAL + AD TECH SPECIALIST

MogoSME: a LEARFIELD Company

- Provided expert-level strategy across the organization, leading the development and up-leveling of paid tactics and manage the roll-out of new product offerings.
- Collaborated with cross discipline client account teams to develop fully integrated paid strategy and provide insights pertaining to campaign performance.
- Participated in technical strategy development, including testing, feature development and implementation of vetted strategies. Supported leadership in key business decisions and projects to help support the team and a changing business landscape.

MANAGER, PAID ACQUISITION

PAID CHANNEL EXPERT

Betabrand

- Drove forward initiatives for revenue driving and cost efficiency strategies in the paid advertising space
- Developed processes and provided leadership around innovations in ad tech for improving performance across channels
- Worked alongside engineering, creative, product and leadership to prove out new testing strategies to hit revenue goals

EDUCATION

UMASS AMHERST, AMHERST, MA

Bachelor of Arts in Communication Studies + Advertising
Honors cum laude

KARA WHITTINGTON

kara@karawhittington.com | (415) 706-9795

Arts & Cultural Marketing Communications Professional

20 years' experience delivering breakthrough revenue results through established & new media marketing strategies, specializing in non-profit arts marketing and communications.

Creative tactician and driving force behind marketing organizations and programs that build strong brands. Demonstrated ability to increase revenue using both digital and traditional methods to create sophisticated advertising and lead generation solutions. Excels in interdepartmental collaboration and leveraging marketing budgets with innovative and strategic partnerships.

Core Competencies:

Product Advertising & Promotion Database & Direct Marketing Consumer Advertising Media Planning & Buying Online & Digital Advertising Retargeting/Remarketing Brand Management E-Commerce Market Research & Analysis Social Media Marketing Partnership Marketing & Development Budget & Sales Forecasting Strategic Planning Dynamic/Variable Pricing Telemarketing Management Automated & Email Marketing Project Management Content Marketing & Strategy Website Management & Development

Professional Experience

WHITTINGTON ENTERPRISES, INC. A Marketing Agency — CALIFORNIA 2011-12; 2015-present

Principal, Marketing Consultant

Contract work in media planning and buying; copywriting, editing, and creative positioning; budgeting and projections; pricing analysis; social media marketing; content strategy; digital marketing; partnerships and promotions; project management and beyond for non-profits and companies. Privileged to have worked with clients including Merola Opera Program, Club Fugazi Experiences and The 7 Fingers, San Francisco Ballet, Mercury Soul and composer Mason Bates, The Ecology Center (Berkeley, CA) and the California Farmer's Market Association, Family House SF, Transcendence Theatre Company (Sonoma), Saint Francis Foundation at Saint Francis Memorial Hospital, Cirque du Soleil, Live Nation, AXIS Dance Company, San Francisco Museum of Modern Art (SFMOMA), BRINGiT, SF Gay Men's Chorus, the SF Girls Chorus, San Francisco Performances, SF Travel Association, Computer History Museum (San Jose), Cantor Arts Center and Anderson Collection at Stanford University, Vice President for the Arts at Stanford University, the Music Center of Los Angeles, the Cabrillo Festival of Contemporary Music (Santa Cruz), top realtor Dino Zuzic, and award-winning small ad agency Division of Labor, among others.

DE YOUNG | LEGION OF HONOR

FINE ARTS MUSEUMS OF SAN FRANCISCO

— San Francisco, CA 2012-2015

Assistant Director of Marketing / Interim Marketing & Communications Director

Direct all advertising and marketing, including websites and outbound email marketing, for one of the top five most visited art museums in the US. Sets strategy and plans for online and offline marketing efforts and \$2M expense budget, optimize branding, lead ticketing strategy and dynamic pricing for special exhibitions, and analyze data to increase ROI.

§ Revenue Growth. Set ticket pricing strategy including dynamic pricing, by implementing weekend prices (51% of visitors attend Sat/Sun) resulting in +\$554k in additional revenue in 1 ½ years. Instituted a premium ticket for high-demand special exhibitions, resulting in an additional \$225k from just two special exhibitions (David Hockney 2013, Georgia O'Keeffe 2014.) Total ticket sales FY2012-13 \$6.5M, FY2013-14 \$8M.

§ Traffic. Exceeded annual attendance goals (2012-13, 1.7 million visitors) and increased website traffic (2013-14) by 61% from previous year.

§ Strategic Alliances, Promotions, and Sponsorships. Promotional partnership marketing with more than 30 brands including Ghirardelli Chocolate Company, Pier 39, SFMTA | Muni, Levi's, Ikea, San Francisco Public Libraries. Negotiated added value and media sponsorships, driving +295M impressions annually.

§ Leadership. Manage marketing team with four direct reports plus interns, mentoring junior staff across departments, and act as most senior leader in absence of division head. Spearheaded massive process overhauls across company, leading meetings that increase cross-departmental collaboration, communication, and efficiencies. Primary editor for marketing/communications adjustments to exhibition contracts. Propelled focus group testing around creative positioning for Girl with a Pearl Earring exhibition and initiate brand identity questions to best position Museums/exhibitions in SF market.

KARA WHITTINGTON

- § Online Strategy. Led marketing QA of new responsive designed website, CMS upgrade, and site navigation restructure. Recalibration of Google Adwords to increase ROI. Implemented cross-departmental integrated content marketing strategy to increase SEO and outbound marketing email overhaul, resulting in increased online ticket, store, and membership sales. Currently leading the marketing efforts to implement new CRM and automated marketing tools to further increase sales and visitor/customer engagement.

SAN FRANCISCO SYMPHONY

— San Francisco, CA 2008–2011

Senior Manager, Marketing Campaigns

Set strategic direction for organization's marketing function, promoting 230 concerts annually to produce \$21M revenue, nearly one-third of organization's annual \$63.5M annual operating budget. Managed \$3M budget and two direct reports plus interns and volunteers; cultivated sponsorships with media and corporations to gain additional millions of dollars in marketing value. Oversaw group sales and student outreach.

§ Revenue Growth. Made an immediate impact for organization by exceeding 2009 summer series revenue goal by 11% - the first time goal was met in 8 years. Achieved in 2011 the best January sale in Symphony's history.

§ Strategic Alliances & Sponsorships. Negotiated organization's first media partnership with San Francisco Chronicle, valued at \$300K+ in added media advertising. Additional media sponsorships provide \$2.3M in annual added media value each season.

§ Online Strategy. Launched digital market campaigns using geo-targeting, behavioral targeting and retargeting of online advertisements. Used Groupon, Travelzoo, LivingSocial, and other sales websites to maximize sales.

§ Social Media. Co-developed live Twitter feed digitally displayed on exterior of San Francisco City Hall. Used Facebook and Twitter advertising to extend audience reach.

§ Event Marketing. Outperformed ticket sales goals for 2010 Black and White Ball.

§ Recognition. Promotions in 2009 and 2010; Mozart Award for achievement in 2009.

ROXIO (division of Sonic Solutions, now COREL) — Novato, CA 2007–2008

Viral Marketing Manager (contract)

Advanced company's growth goals by conceptualizing and executing social media strategies to augment software product launches and e-commerce sales. Targeted core and casual digital media consumer email marketing and public relations campaigns.

§ Online Marketing. Pursued new revenue and brand visibility by reintroducing 30+ user groups to Roxio line of software products and by promoting online affiliate sales channels. Analyzed online results to refine marketing strategy in an evolving media environment.

§ Brand Management. Overcame negative consumer chatter online by guiding front-line customer service to expedite resolution of issues through social media.

SANTA ROSA SYMPHONY — Santa Rosa, CA 2005–2007

Box Office & Internet Marketing Manager

Held dual roles: directed customer service and ticketing function as well as Internet marketing. Supervised 3 direct reports and 100+ volunteers.

§ Marketing Performance. Achieved ticket revenue goal for 2006-07 season tickets, the first time in 5 years, by implementing new online communications with prospective buyers.

§ Revenue Growth. Orchestrated development of the company's first email marketing campaign, resulting in \$55K+ additional revenue in its first year.

§ Digital Marketing. Overhauled design and content of website to increase ease of use and propel online ticket sales and donations. Initiated use of Internet-based promotions through Goldstar.com.

§ Social Media. Launched organization's presence in social media with Facebook page.

KARA WHITTINGTON

LOS ANGELES OPERA — Los Angeles, CA 2005

Marketing Associate

Conducted market research to pinpoint characteristics and sales drivers of LA opera ticket buyers, influencing market strategies. Purchased and trafficked TV, print and radio advertisements.

§ Market Research. Created and implemented surveys onsite and online and used focus groups to capture data on demographics, competitor initiatives, and industry trends.

§ Promotional Activities. Coordinated artist CD signings, special promotions, and cross-marketing partnerships.

ARTS + CULTURE LA — Los Angeles, CA 2005

Program Associate (contract)

Recruited for 6-month grant-funded project to develop and launch a nonprofit charged with marketing arts and cultural offerings in the Los Angeles region to domestic and international tourists via Eli Broad's foundation. Wrote speeches, marketing plans, and press releases. Held additional responsibilities for internal business operations including payroll, finance, and budgeting.

§ Market Research. Teamed with LA Inc. (Convention and Visitors Bureau) to identify opportunities increasing cultural tourism to Los Angeles. Presented market research findings and analysis comparing Los Angeles to other arts markets to LA arts community.

§ Event Planning. Organized meetings and special events with politicians, philanthropists, and esteemed board of directors including Eli Broad, John Emerson, Quincy Jones, and Michael York.

LAW FIRM OF GREENBERG, GLUSKER (et al) — Los Angeles, CA 2004–2005

Marketing Coordinator

Supported brand building and business development for Los Angeles business and entertainment law firm. Updated firm's website, attorney resumes, and marketing/PR collateral; organized high-profile events.

LOS ANGELES MASTER CHORALE — Los Angeles, CA 2003–2004

Marketing Intern Marketing Associate Special Events Coordinator

Promoted twice based on success delivering print and online publications and events. Co-produced first subscriber open house for inaugural opening at the Walt Disney Concert Hall.

Qualifications

BA, Music Industry Studies, CALIFORNIA STATE UNIVERSITY — Northridge, CA (2004)

Digital Marketing Certification, eCornell, CORNELL UNIVERSITY (August 2020)

Technology Skills: Adobe Creative Suite, Google Adwords & Analytics, Microsoft Office, CRM databases (Patron's Edge, Salesforce, Tessitura, Theater Manager); basic html, Wordpress, Squarespace; Windows, Mac OS.

Community Leadership: Diablo Valley Recreation Association, Board of Directors, Treasurer (2019-2021); San Francisco Travel Association (SFCVB) Consumer Marketing Committee, Member (2013-2014) CounterPULSE Marketing Committee, Member (2011-2013) San Francisco Travel Pow Wow Cultural Art Neighborhood Tours Committee, Member (2010-2011) Young Non-Profit Professionals Network Socials Committee, Member (2008-2010) California Arts Advocates Board of Directors, Secretary (2006-2009) Californians for the Arts, Founding Board Member (2007-2009) HOA at Cascades Condominium Complex, Board of Directors (2007-2008)

Conference Presenter/Panelist: California Association of Museums (2014, 2012) INTIX, International Ticketing Association (2011) Association of California Symphony Orchestras (2011)

jason vogel | creative director

Professional Experience.

MogoSME/LEARFIELD, New York, New York.
Creative Director, leading a team of strategic copy writers, art directors, designers and animators in the development of strategy, branding, marketing, advertising, sponsor activation and digital solutions for an array of clients in Higher Education, College Sports, Professional Sports and Entertainment. Responsible for driving the overall creative vision for the agency, overseeing all work being done on a daily basis, as well as leading new business efforts.

MTV. New York, New York.
Sr. Producer and Creative Director for the Brand Marketing team. Working with designers, animators, editors and writers to produce on air and off air promotional creative. Producer on several television show packages from Fear Factor to the MTV Movie and TV Awards. Managing timelines, budgets, and staff to meet goals, expectations and deadlines.

cg42. New York, New York.
Director of Creative Strategy for a boutique management consulting firm specialized in all aspects of marketing. Acted as Creative Director to client creative teams and agencies of record when marketing/business strategy had creative implications to the overall look and feel of a brand or product. Work included branding, marketing and advertising.

Major League Baseball. New York, New York.
Senior Designer, leading a team of 3-4 designers in the development of brand identity, visual identity systems, guidelines, web design, environmental graphics and pregame ceremonies for the All-Star Game and Postseason, World Baseball Classic and events that span across all 30 teams. Special assignments include working directly with the Executive Vice President, Commissioner and projects involving the White House. Responsible for the overall design, pitch, and implementation of all design work. Lead designer behind the first MLB FanCave, a brand experience for 9 fans to live, breathe, and blog baseball for the entire season. Mentor to Designers and Interns.

Futurebrand. New York, New York.
Sr. Designer for a large worldwide brand consultancy. Design and development of brand identity, visual identity systems, guidelines, web design, environmental graphics. Lead team of 3-4 designers throughout design development to meet creative and strategic goals of individual clients. Mentor to design interns and Jr. Designers.

Purepartner by design. New York, New York.
Designer for a small design and brand experience studio. Member of the creative team during brainstorming, brand strategy and conceptual design. Design and develop environmental graphics programs meet strategic creative and functional criteria. Direct contact to external resources as needed (production, fabrication, web programmers, etc)

Freelance.

Major League Baseball, New York, New York
Creative Director and Consultant for several All-Star Games on brand identity and advertising to help drive viewership and awareness. Continued advisory role with Marketing Department on a special assignments basis.

Kraft Heinz. Chicago, Illinois.
Freelance Designer and Creative Director for the Annual Kraft Heinz Global Convention. Design Direction of brand identity and graphic system. Work also included the design of signage templates, digital assets, and presentation templates.

Back9Network. Hartford, Connecticut.
Freelance Designer and Creative Director for a startup cable network. Worked with executives on brand identity and secondary graphics for merchandise and collateral. Conceptualization through delivery of artwork and standards for implementation.

Education.

BFA Graphic Design. May 2005
School of Visual Arts
New York, New York

Business/Marketing.
University at Buffalo
Buffalo, New York

Continuing Education,
Entrepreneurship.
The New School
New York, New York

Honors.

Clio Sports Bronze Award
Film – Fan Interaction
(Samsung, “Shrines of Glory”)

Digiday Media Awards
Best Video Campaign, 2022
Best Advertiser TV / Video, 2022
(Samsung, “Shrines of Glory”)

Webby Awards
Best Use of Data Driven Media, 2022
(Samsung, “Shrines of Glory”)

Education Digital Marketing
Awards
Silver Digital Marketing Campaign
(Manhattan College, “Experience the Uncommon”)

CASE Awards
Brand Launch (Hobart and William Smith
Colleges)

Creamer Awards
Best Primary Logo, 2020
(Sam Houston State)

Affiliations and Honors.

Art Director’s Club, ADC.
Member since 2009

American Institute of Graphic Arts.
Member since 2004

Type Director’s Club,
Member since 2009

Ray Shah

WORK EXPERIENCE

ASYMM Digital
Remote (Present)
Digital Marketing Strategist

- Managing pay per click accounts on search and social media platforms like Google, Bing, Facebook, Pinterest and Twitter.
- Assisting in the maintenance and monitoring of keyword bids, account daily and monthly budget caps, impression share, quality score and other important account metrics.
- Keeping pace with search engine and PPC industry trends and developments.
- Monitoring and evaluating results using Google Analytics.

Media Activation Manager – Paid Search

MogoSME
San Francisco, CA

- Managing Google Ads account for multiple clients in various sectors such as Arts, Tech, Education.
- Data analysis, campaign optimization and creating monthly and quarterly reports for the managed accounts.
- Providing recommendations and executing strategies for keyword opportunities, campaign structuring, targeting and other facets of paid search in accordance with client goals.

Ocean Club
Copenhagen, Denmark (11/2010 - 05/2015)

Database Manager
Cegedim Strategic Data
Bensheim, Germany (09/2007 - 07/2008)

EDUCATION

Master of Science (Computer Science)
SRH Hochschule Heidelberg, Heidelberg, Germany
Martin College, Sydney, Australia
Bachelor of Science (Geology)
M. G. Science Institute, Ahmedabad, India

CERTIFICATION

Google Ads Search Certification
Google Analytics Individual Qualification

SKILLS

Microsoft Excel, SQL, Tableau, WordPress, HTML, CSS

Momina Asif

WORK EXPERIENCE



EDUCATION

University of Engineering and Technology, Lahore
Bachelor's Degree, Chemical Engineering

SKILLS & CERTIFICATIONS

- Content Marketing Certification - 2021
- The Fundamentals of Digital Marketing - 2020
- Viral Marketing and How to Craft Contagious Content - 2020
- Microsoft Office, Digital Marketing, Web content writing, SEO

ENDORSEMENTS

"Momina is by far the strongest content writer I've had the pleasure of working with. Because of her background in digital marketing, she easily understood our brand, our audience, our tone, and our marketing/business goals. Her blogs quickly became some of our highest performing pages and her strong presence on social media allowed her to become an advocate for the brand. In addition to long-form content contributions, she has provided social copy as well as general digital marketing suggestions for our own practices." - Sierra Carter Gordon, DirectLync

"Sierra is the type of employee who I wish could be on every team I manage. She led the marketing team in a wide array of areas including marketing strategy, branding, and content management. I could always depend on Sierra to do thorough research and provide meaningful insight into every project she was involved in. Her comprehensive strategy has helped the marketing department grow and her excellent teamwork has improved collaboration between all departments.

Sierra stands out for her incredibly thoughtful approach to marketing. Her deep understanding of her audience and creating a well rounded brand makes her an incredible asset to any team or company. Her attention to detail, work ethic and creativity are just the cherry on top of an already talented marketer.

Sierra is truly a joy to work with and any company would be extremely fortunate to have her on their team." - Jillian Mensch, DirectLync

PROFESSIONAL REFERENCES

4g. Include no fewer than three (3) references that demonstrate the offeror's qualifications, preferably from other comparable performing arts venues your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.



Ron Foster-Smith

Associate Director of Marketing
Cal Performances, UC Berkeley
E: rfostersmith@calperformances.org
P: 510.642.3499
Relationship: 9 years



Jennifer Weissman

Director of Marketing & Communications
American Repertory Theater
E: jennifer_weissman@harvard.edu
P: 617.272.6408
Relationship: 4 years



Joy Wiseblood

Marketing Director
Monterey Jazz Festival
E: joy@montereyjazzfestival.org
P: 415.940.5301
Relationship: 1 year (Joy joined MJF in 2022)



Carlos Vicente

Vice President of Marketing & Communications
Grand Rapids Symphony
E: cvicente@grsymphony.org
P: 713.392.933
Relationship: 9 years

5. SPECIFIC PLAN (METHODOLOGY)

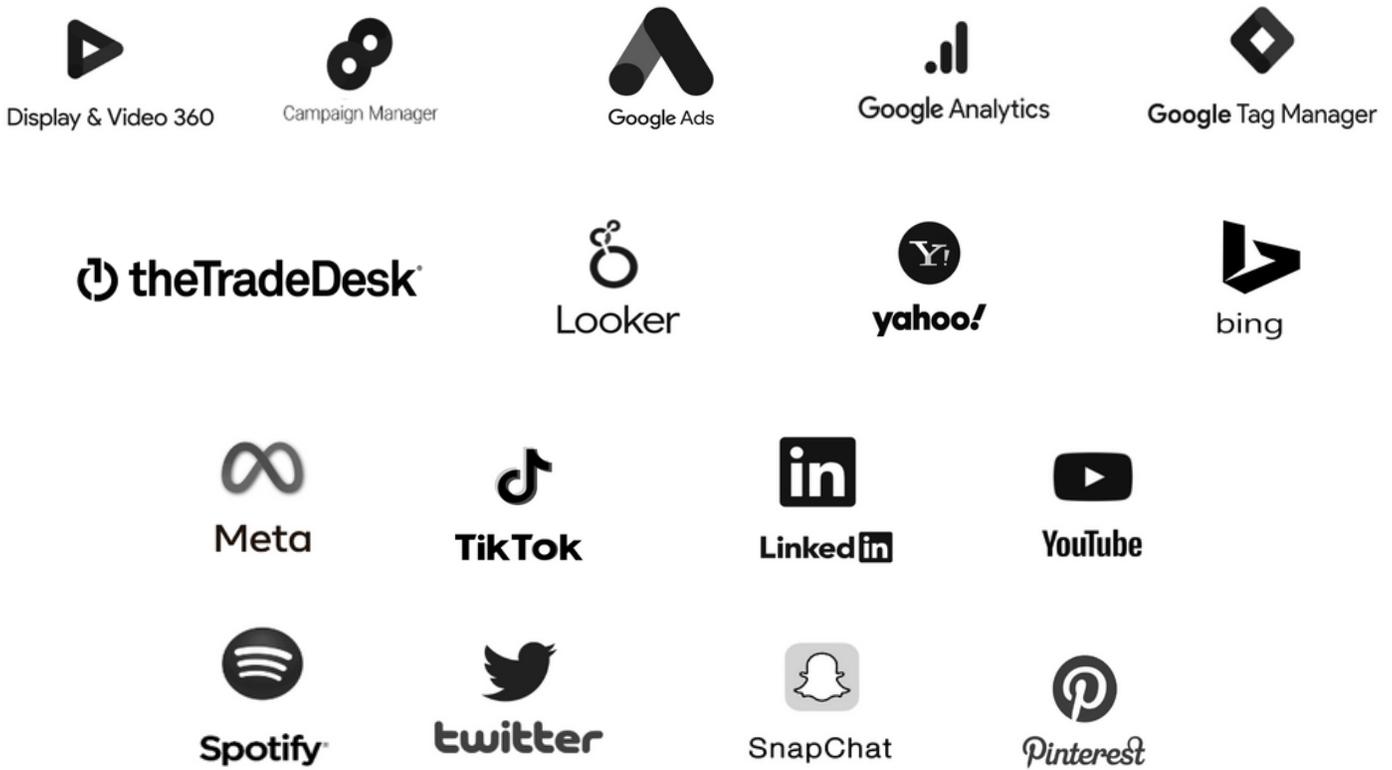
Describe your process/approach to providing the services outlined in Section X, Statement of Needs. Offeror must specify, but not limit their response to, the following:

5. SPECIFIC PLAN (METHODOLOGY)

5a. Platforms on which offeror may purchase advertising, including social media channels, ad networks, and search marketing.

The foundation of ASYMM Digital's capabilities is our access to enterprise technology. Through our relationships with Google and The Trade Desk, we are able to access over 90% of websites and over 90 billion impressions per day, providing our clients the ability to reach their target audiences wherever they are in order to drive meaningful campaign results.

Google Marketing Platform



PROGRAMMATIC

Programmatic display across 52 major exchanges, through DV360 and The Trade Desk

SOCIAL

Execution and support across paid social channels including Meta, TikTok, Pinterest, LinkedIn and more

VIDEO & CTV

YouTube, CTV, OTT

DIGITAL OOH

Combine OOH's ability for generating high awareness while maximizing conversion.

PAID SEARCH & GOOGLE GRANT

Paid search across Google, Yahoo, Bing, Google Grant execution and support



MEDIA BUYING

SPECIFIC PLAN (METHODOLOGY)

5b. Methods for targeting and segmentation

AUDIENCE

Once goals and objectives have been established, ASYMM prioritizes market research and historical insights to build audience personas, targets and tactics for ensuring your campaign is reaching the intended audience. As we gain insight into analytics and performance, we will use that data to inform audience strategy shifts, as necessary, throughout the campaign(s).

Mason has a robust 1P dataset that will heavily inform audience strategy. We will approach 1P targeting using key audience segments. We'll use CRM lists, engaged pixel-based audiences, and social engagement audiences to structure audience outreach into the following 1P categories:

- Previous subscribers
- Returning patrons/past single ticket buyers
- Net new patrons

1st Party

Past subscribers CRM

Past single ticket buyers CRM

Social engagement audiences

Engaged pixel-based audience targeting

DMA based targeting

In addition to targeting known audiences using Mason's 1st party dataset, ASYMM will also build a strategy to reach and convert new audience categories to expand Mason's patron database, leaning heavily into 3rd party prospecting tactics:

3rd Party

Demographic targeting

Behavioral, Contextual + Affinity (Arts enthusiasts, etc.)

Look-alike on 1st party audiences

Keyword targeting

SPECIFIC PLAN (METHODOLOGY)

5b. Methods for targeting and segmentation

GEOTARGETING

Once ASYMM is provided access to Mason's Google Analytics, we will conduct a full audit to gain additional understanding of the patron purchase behavior that will inform the full geotargeting approach.

A preliminary geotargeting approach, based on Mason's location, and market data in the area would look like:

Prospecting:

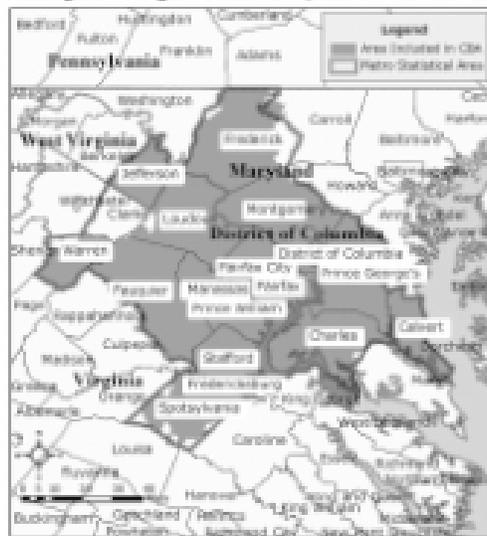
- Washington-Arlington-Alexandria, DC-VA-MD-WV DMA

Retargeting:

- United States

Partnership with the Mason team, a GA audit, and performance will inform the final geotargeting approach.

Washington-Arlington-Alexandria, DC-VA-MD-WV CBA



Source of Report: Competitive Bidding Implementation Contractor (CBIC)
Run Date: 7/15/2011

5. SPECIFIC PLAN (METHODOLOGY)

5c. Reporting mechanisms and methodologies

ASYMM leverages certified skills in Google Analytics to bring measurable context to paid and organic media efforts. We focus on using data to measure progress, show value, and identify actionable steps to improve performance. We deploy online measurement across channels, and track online and offline sales to connect the dots and determine how credit for sales and conversions can be attributed to touchpoints throughout your complex marketing strategy.



MEASUREMENT &
ANALYTICS

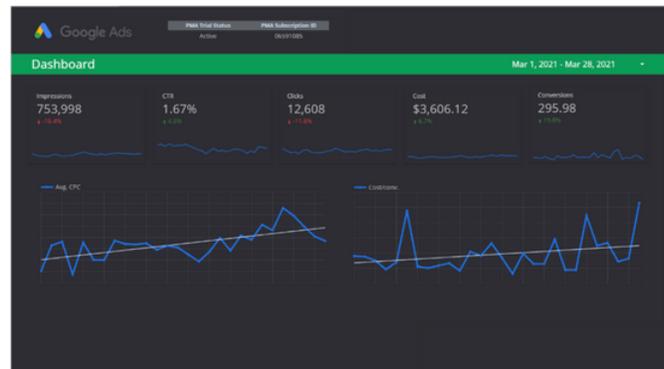
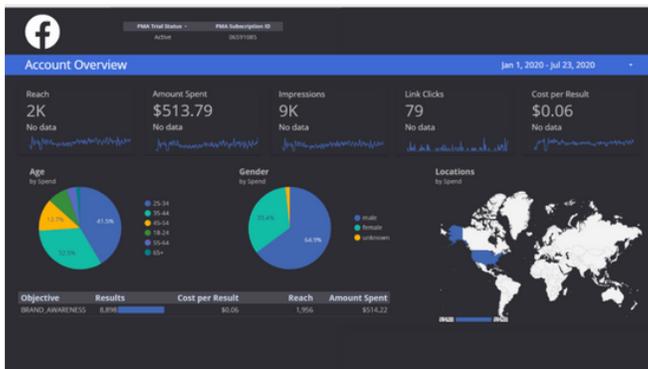
REPORTING & ATTRIBUTION

Data visualization, multi-point reporting, cross-channel attribution, paths to conversion, advanced tag deployment

INSIGHT & ANALYTICS

Google Analytics, GA4, product level tracking, advanced cross-channel insights

DATA VISUALIZATION



We use Looker for data visualization, powered by Power my Analytics for data connections to build custom reporting dashboards for each client. We are also able to export data into a CSV or Excel sheet to provide raw data as needed.

All campaign data is imported into our custom data visualizations that are updated daily for near real-time reporting. The ASYMM team uses this data to monitor and optimize campaigns, enabling both teams to manage performance from the same data set. We have the ability to customize the reporting to deliver what Mason and its stakeholders most want to access on an ongoing basis.

ASYMM will also host scheduled calls and performance reviews with your team to deep dive into performance data and provide insights and recommendations.

Reporting capabilities:

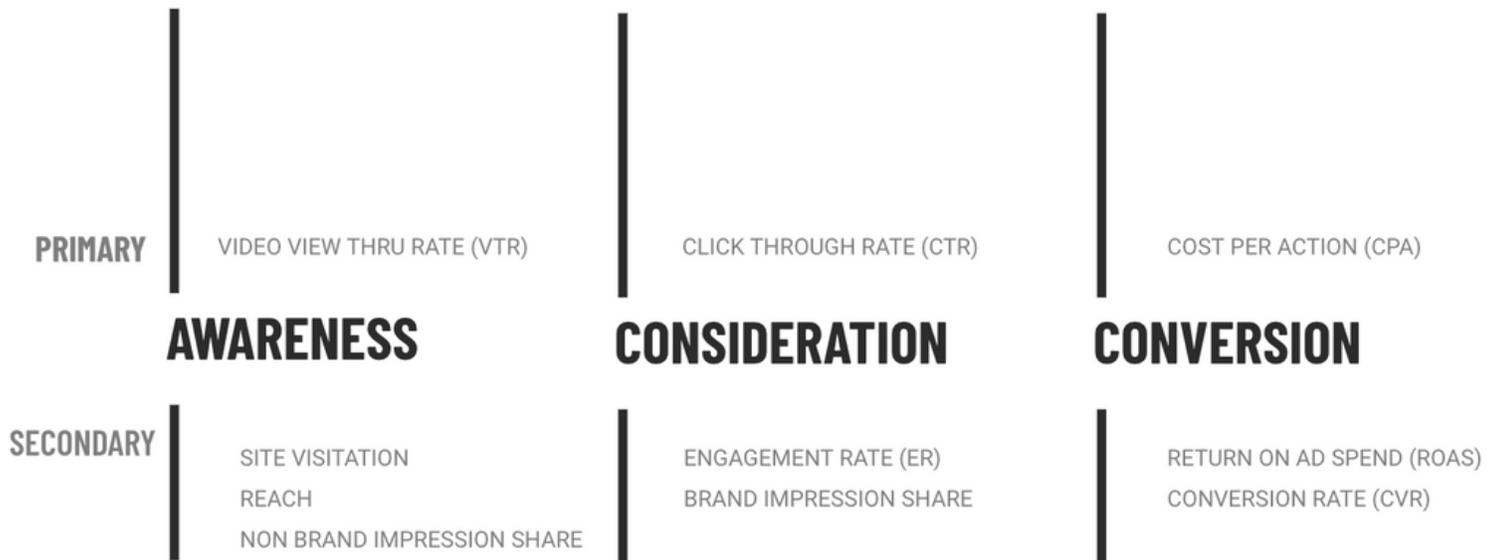
- Multi-channel data visualization across paid and organic: display, video, search, & social
- Campaign performance & engagement KPIs including conversions, revenue, clicks, CTR, media spend, CPA, ROAS
- Creative performance
- Custom visualizations and analysis

5. SPECIFIC PLAN (METHODOLOGY)

5c. Reporting mechanisms and methodologies

MEASUREMENT STRATEGY

ASYMM will build a custom measurement model that will consider activities that occur throughout the funnel. During our strategy sessions, we will pinpoint key performance indicators for each campaign, and will construct our media plan bearing those goals and KPIs in mind. These KPIs will serve as the roadmap for performance evaluation and optimization decisions.



Awareness

- Objective: Inform
- Goal: Meet or exceed previous year campaign benchmarks
- KPIs: Impressions, video views & video completions, reach, engagement

Consideration

- Objective: Engage
- Goal: Meet or exceed previous year campaign benchmarks
- KPIs: Social engagements, email opens & clicks, site visits, page visits

Conversion

- Objective: Action
- Goal: Conversion + Revenue target
- KPIs: CVR, ROAS, CPA

5. SPECIFIC PLAN (METHODOLOGY)

5d. Tracking mechanisms and methodologies.

ASYMM is able to work seamlessly across most ticketing platforms and providers to place pixels for cross channel conversion and revenue tracking. We deploy online measurement across channels, and track online and offline sales to connect the dots and determine how credit for sales and conversions can be attributed to touchpoints throughout your complex marketing strategy.



Using Google Tag Manager, ASYMM would place pixels on Mason's website to track the following across paid social, search, and programmatic:

- Site visits
- Pageviews
- Cart
- Conversions
- Revenue

We would also recommend that UTM codes are used in all email campaigns to track performance and compare email efforts against other traffic drivers

5. SPECIFIC PLAN (METHODOLOGY)

5e. Email marketing consultation offerings

From copywriting, graphic development and messaging strategy to lead generation support and audience segmentation - our email marketing support provides you with strategic consultation and execution to help you make the most of developing impact email campaigns.

ASYMM is able to build emails across multiple ESPs (including Constant Contact).

ASYMM Offers:

- Lead generation support
- Ad copy
- Graphic development
- Audience segmentation
- Messaging strategy

5f. SEO consultation offerings

Quality content is foundational to ensuring your paid and earned channels are working hard for you. Through website analytics support, SEO recommendations, organic search insights, landing page optimization and content generation, we provide solutions that yield impactful results for up-leveling your SEO.

ASYMM Offers:

- SEO Content Optimization
- Keyword research and site link building
- Landing page optimization
- A/B testing
- SEO site audits

5g. Analytics consultation offerings

ASYMM leverages certified skills in Google Analytics (UA and GA4) to bring measurable context to paid and organic media efforts. We focus on using data to measure progress, show value, and identify actionable steps to improve performances.

Our analytics services include:

GA4 Migration and Support

- Implement E-commerce tracking in GA4 environment for visibility into
 - Transaction event activity
 - Product specific purchase & revenue tracking
- Migrate analytics data from UA to GA4 to preserve historical data from UA account
- Create custom reports in GA4 to leverage across E-commerce and site data
- Provide trainings and walkthroughs of GA4 capabilities

Product level tracking

Advanced cross-channel insights

5. SPECIFIC PLAN (METHODOLOGY)

5h. Graphic Design consultation offerings

5i. Videography consultation offerings

QUALIFICATIONS:

We offer a full range of services from strategy and positioning to branding, copywriting, art direction, campaign development and production. Our work spans the virtual and physical worlds where traditional and emerging media are home to today's empowered audiences. We're a creative, tech-savvy partner that thinks holistically across the entire brand experience and customer journey to deliver a cohesive, compelling and engaging brand story. Our extensive experience in higher education and the arts enables us to develop and produce campaigns that put targeted messages in front of the right audience at the right time creating opportunities for genuine conversations that deliver strong ROI.

GRAPHIC DESIGN & DIGITAL:

We've created thousands of digital ads for clients—and that's just in the past few months. Our creative team is prolific in writing, art directing and producing concepts for display ads [static, gif and HTML5] and social posts that create a seamless and cohesive brand experience across all platforms and channels. We consider ourselves digital experts who remain current on best practices in digital and social marketing. From a software and tech standpoint, our team is exceptional with the full range of Adobe Creative Cloud products, while consistently looking to learn and stay ahead of the curve for our clients needs.

TV AND VIDEO PRODUCTION:

Our team has a deep understanding and experience in developing scripts, concepts, storyboards, shooting boards and set design/art direction for video production in :06, :15, :30 and :60 formats. We're well versed in all facets of pre- and post-production, from casting and location scouting to editing, color correction, sound design, music, voiceover selection and recording, mixing and special effects.

Over the past several years we've collaborated with production companies, directors, editors and post production houses in New York, Los Angeles, San Francisco, and the Southeast. Our team is also well versed in working with some of the most skilled photographers from around the nation to create dynamic visuals for print, digital and OOH advertising. A few of our most recent partnerships include:

- Warrior Queen Productions
- Thinking Machine Films
- Pilot NYC
- Tom Gallagher
- James Quantz
- Steve Peixotto

5. SPECIFIC PLAN (METHODOLOGY)

5h. Graphic Design consultation offerings

5i. Videography consultation offerings

Our approach strikes a balance between strategic thinking and creative expression.

Our strategic development process is highly-collaborative and personalized to suit your specific needs.

Regardless of the ask, we always seek to craft stories and develop campaigns that move and engage people.

DISCOVER

We'll take a deep dive into the George Mason University brand to gain a comprehensive understanding of the current offering vs. competitors, leadership vision, and the views of stakeholders to inform all facets of our creative development, tone of voice and campaign direction.

DEFINE

Armed with learnings gained in the Discover phase, we'll develop a Creative Brief that defines creative direction and strategy. The Brief is centered on leveraging insights of both the brand and the audience(s), and lays the foundation for all creative campaign development.

DESIGN

The creative process includes developing several strategically centered concepts that can serve as the creative campaign theme. We bring your attributes and differentiators to life through multiple assets via relevant copywriting, art direction, and visual storytelling which ultimately become a cohesive Mason brand story.

EXECUTE

Once the campaign concept is approved, we begin production of all go-to-market assets. For certain deliverables like TV & Video, we'll resource directors, editors, composers and other production partners who we feel will deliver flawless execution of our concepts. In all instances, we are heavily involved in all facets of production until the final files are delivered.



6. PROPOSED PRICING

6. PROPOSED PRICING

ASYMM Digital proposes a collaborative partnership with George Mason University to meet established goals, measure KPIs and support execution of outlined initiatives across channels and capabilities.

The fees, as outlined below, are based on our best understanding of Mason's needs for the upcoming year. Marketing and Creative service fees will be based on specific projects and requirements. As a signal of our desire to work and partner with Mason, we have waived all onboarding and build fees in our pricing proposal.

MARKETING SERVICES

- Marketing services include
 - Email strategy consulting
 - Search Engine Optimization consulting
 - Analytics consulting

CREATIVE SERVICES

- Graphic design services as needed
- Video production
- Project rates will be provided once project is fully scoped with the Mason team

ADVERTISING CAMPAIGN MANAGEMENT

- Provide research, strategy, media planning and execution across:
 - Digital display advertising
 - Social media advertising
 - Google search ads

ACCOUNT SERVICE

- Provide support for campaigns through regular meetings with Mason team
- Coordinate closely with Mason team to ensure ads are accurate and coordinate with the venues' marketing strategies for those performances

GEORGE MASON UNIVERSITY	RATE	PROPOSAL
Marketing Services	\$2,500/month	\$30,000/year
Creative Services	\$150/hr	TBD*
Media Fee	18%	15%
Onboarding	\$5,000	\$0
Build	\$2,500	\$0

7. PROPOSAL QUESTIONS

7. IN YOUR PROPOSAL RESPONSE PLEASE ADDRESS THE FOLLOWING:

7a. Are you and/or your subcontractor currently involved in litigation with any party?

No

7b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

Not applicable

7c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

Not applicable

7d. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

No



THANK YOU

Contact Information
Danielle Johnson
916.956.7808

Signed:



Danielle Johnson
Founder & CEO, ASYMM Digital